

PRIVATE DRIVE MAINTENANCE AGREEMENT

An Agreement made this _____ day of _____, 2021 by David and Joan Hanko (herein owners), whose address is 1678 Johnson St, Marne, MI 49435

Recitals

WHEREAS, Dave and Joan Hanko are the owners of certain property situated in the Tallmadge Township, Ottawa County, Michigan commonly known as 1678 Johnson St. which they desire to be divided into four separate parcels as follows:

PARCEL A DESCRIPTION

Part of the NE 1/4 of Section 10, T7N, R13W, Tallmadge Township, Ottawa County, Michigan described as: Commencing at the NE corner of said Section 10; thence S01°37'24"E 50.02 feet along the East line of said NE 1/4 to the South line of Johnson Street and the Point of Beginning; thence continuing S01°37'24"E 118.00 feet along said East line; thence S61°28'47"W 305.88 feet; thence S90°00'00"W 220.00 feet; thence N00°00'00"W 264.00 feet to the South line of Johnson Street; thence N90°00'00"E 485.42 feet along said South line to the Point of Beginning.

PARCEL B DESCRIPTION

Part of the NE 1/4 of Section 10, T7N, R13W, Tallmadge Township, Ottawa County, Michigan described as: Commencing at the NE corner of said Section 10; thence S01°37'24"E 168.02 feet along the East line of said NE 1/4 to the Point of Beginning; thence continuing S01°37'24"E 326.18 feet along said East line; thence N90°00'00"W 498.00 feet; thence N00°00'00"W 180.00 feet; thence N90°00'00"E 220.00 feet; thence N61°28'47"E 305.88 feet to the Point of Beginning.

PARCEL C DESCRIPTION

Part of the NE 1/4 of Section 10, T7N, R13W, Tallmadge Township, Ottawa County, Michigan described as: Commencing at the NE corner of said Section 10; thence S01°37'24"E 494.20 feet along the East line of said NE 1/4 to the Point of Beginning; thence continuing S01°37'24"E 270.00 feet along said East line; thence N78°16'51"W 516.41 feet; thence N00°00'00"W 165.00 feet; thence S90°00'00"E 498.00 feet to the Point of Beginning. Together with an easement for ingress, egress and utilities as described below.

PARCEL D DESCRIPTION

Part of the NE 1/4 of Section 10, T7N, R13W, Tallmadge Township, Ottawa County, Michigan described as: Commencing at the NE corner of said Section 10; thence S01°37'24"E 764.20 feet along the East line of said NE 1/4 to the Point of Beginning; thence continuing S01°37'24"E 559.45 feet along said East line to the South line of the NE 1/4 of said NE 1/4; thence S89°58'44"W 1353.33 feet along said South line to the West line of the NE 1/4 of said NE 1/4; thence N01°36'17"E 739.13 feet along said West line to the South line of the North 585 feet of said NE 1/4; thence N90°00'00"E 636.53 feet along said South line; thence N00°00'00"E 244.77 feet; thence S90°00'00"E 150.00 feet; thence N00°00'00"W 290.00 feet; thence N90°00'00"E 66.00 feet along the South line of Johnson Street; thence S00°00'00"E 609.00 feet; thence S78°16'51"E 516.41 feet to the Point of Beginning.

(See Exhibit A)

WHEREAS, the parties hereto have the right of enjoyment of a private drive and easement for purposes of ingress, egress and utilities which is legally described as follows:

INGRESS, EGRESS & UTILITIES EASEMENT DESCRIPTION

An easement within the NE 1/4 of Section 10, T7N, R13W, Tallmadge Township, Ottawa County, Michigan, which is described as: Commencing at the NE corner of said Section 10; thence S01°37'24"E 50.02 feet along the East line of said NE 1/4 to the south line of Johnson Street; thence S90°00'00"W 485.42 feet along the North line of Johnson Street to the Point of Beginning; thence S00°00'00"E 378.00 feet; thence N90°00'00"E 30.00 feet; thence S00°00'00"E 66.00 feet; thence N90°00'00"W 30.00 feet; thence S00°00'00"E 165.00 feet; thence N90°00'00"W 66.00 feet; thence N00°00'00"W 609.00 feet to the North line of Johnson Street; thence N90°00'00"E 66.00 feet along said North line to the Point of Beginning. **(See Exhibit A)**

WHEREAS, the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to said private drive,

NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

- 1. Vehicle and Pedestrian Access Easement.** The Parcels shall be subject to a perpetual, nonexclusive easement for ingress, egress and utilities granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and individuals appointed by Tallmadge Township to inspect the private drive.
- 2. Drive Maintenance.** Private drive maintenance will be incurred whenever necessary to maintain the drive in top operating condition at all times and to insure the provision of safe access by emergency vehicles. All private drive maintenance

and private drive improvements shall be performed in accordance with the standards set forth in the Tallmadge Township Zoning Ordinance as well as any other applicable statutes and ordinances. A majority of all parcel owners who are a party to this Agreement is required for any private drive improvements and to accept the bid of any private drive improvement contractor.

If the private drive is not maintained in good condition and repair, the Township shall have the authority, but not the obligation, to repair the private drive itself or with a third party contractor, and to assess the full cost of repair plus an administrative fee of 5% of the total construction costs as a lien against all Parcels. The Owners acknowledge that if the private drive is repaired and maintained by the Township as described above, then the Owners shall be deemed to have petitioned for the repair and maintenance of the private drive as provided in Public Act No. 188 of 1954, authorizing the special assessment by the Township of the costs of maintenance and repair of the private drive, and to have consented in all respects to the imposition of a special assessment pursuant to such Act for the cost of the Township to repair and maintain the private drive.

3. **Parking.** No machinery, trailers, vehicles or other property may be stored or parked upon the private drive except parking of vehicles for limited periods of time (not to exceed two hours).
4. **Cost Sharing.** Private drive maintenance and improvement costs shall be shared equally between the parcel owners sharing access to the above mentioned private drive. When a parcel is being sold on land contract, the land contract vendee shall be deemed the owner of record.
5. **Designated Agent.** Payment of maintenance and improvement costs will be made to the person designated by a majority of the parcel owners who are a party to this Agreement as the drive commission agent of said private drive no later than two weeks from the date they receive a billing or other notification. The designated private drive commission agent upon receipt of all parcel owners payment will, in turn, immediately remit payment of the private drive costs incurred to the respective contractor or vendor.
6. **Future Parcels.** Four (4) parcels are currently on record as having access to the private drive. Any additional parcels gaining access to the private drive will be required to pay that portion of the maintenance and improvement costs incurred after the split as determined by the formula contained in Paragraph No. 4. No parcel shall ever be further split, subdivided or divided except to adjust a common boundary line, without prior zoning and land division approval from Tallmadge Township.

7. **Snow Plowing.** The private drive shall be snowplowed so as to permit year round access. Snow depths of three (3) inches or more must be removed within 12 hours. No parcel owner shall share costs for snow plowing until building improvements have been commenced on the parcel.
8. **Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. In selecting a third party arbitrator, each parcel owner shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.
9. **Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land.
10. **Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators, and assigns.
11. **Recording.** A copy of this Agreement shall be recorded with the Ottawa County Register of Deeds and shall also be filed with the Clerk for Tallmadge Township.
12. **Amendment.** This Agreement may only be amended by the unanimous consent of all parcel owners. No amendment shall be effective until it is first reviewed by Tallmadge Township and determined by the Township to be in compliance with all applicable ordinances of the Township.

WITNESSED BY:

David A. Hanko

Joan C. Hanko

STATE OF MICHIGAN)

COUNTY OF _____)

On _____, 2021 before me, a Notary Public, in and for said County,

personally appeared David A. Hanko and Joan C Hanko, to me known to be the same person described in and who executed the within instrument, who have acknowledged the same to be his free act and deed.

Notary Public, _____ County, Michigan
My Commission Expires: _____
Acting in _____ County

Prepared By:

Dave Hanko
1678 Johnson St
Marne, MI 49435